

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Council Members

FROM/PHONE: Bonnie Stafiej, Special Projects Director, 797-1163

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO A CONTRACT AGREEMENT BETWEEN BUDDY LEE ATTRACTIONS, INC. AND THE TOWN OF DAVIE

CONTACT PERSON Bonnie Stafiej, Special Projects Director, 797-1163

REPORT IN BRIEF: This is a performance contract agreement presented by Buddy Lee Attractions Inc. F/S/O Joe Diffie to perform on Sunday, February 26, 2006 at the Orange Blossom Festival. The concert is sponsored in full by the Community Redevelopment Agency and Bergeron Family of Companies. The money to pay for the concert in full has been deposited into town account #001-0000-366-1112; entitled as Contributions.

PREVIOUS ACTIONS: We have contracted with Buddy Lee Attractions Inc. in the past. The promoter has proven to be both responsible and professional.

CONCURRENCES:  
N/A

FISCAL IMPACT: NO cost to the Town of Davie. The \$10,000.00 contract fee has been obtained by sponsorship dollars.

RECOMMENDATION(S): Motion to Approve Resolution and Lease Agreement

Attachment(s): 1) Resolution  
2) Exhibit "A" Contract Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO A CONTRACT AGREEMENT BETWEEN BUDDY LEE ATTRACTIONS INC. AND THE TOWN OF DAVIE

WHEREAS, the Town of Davie is desirous of promoting the 69<sup>th</sup> Annual Orange Blossom Festival, Parade and Rodeo, and to present heritage, cultural and recreational events to the residents; and

WHEREAS, The Town of Davie wishes to hold the 69<sup>th</sup> Annual Orange Blossom Festival, Parade and Rodeo on February 25, 2006, and on Sunday, February 25, 2006.

WHEREAS, The Town of Davie requests that the Town Council approve a contract agreement presented by Buddy Lee Attractions, Inc F/S/O country music sensation Joe Diffie to perform in concert at the 69<sup>th</sup> Annual Orange Blossom Festival

WHEREAS, the concert will be admission free to all who attend; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

Section 1. The Town of Davie does hereby authorize the Mayor to enter into The contract agreement which is attached as "Exhibit A".

Section 2. That this resolution shall take effect immediately upon its passage and adoption.

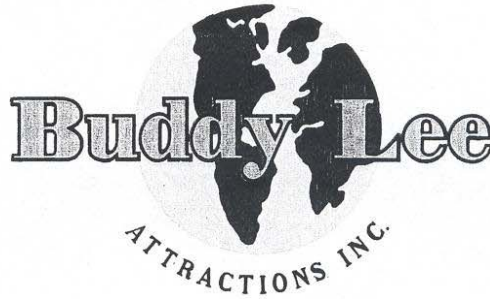
PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

ATTEST:

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006



THE WORLD'S FOREMOST TALENT  
SUITE 300, 38 MUSIC SQUARE EAST  
NASHVILLE, TENN. 37203-4396  
615/244-4336 FAX 615/726-0429  
www.buddyleeattractions.com

January 27, 2006

Bonnie Stafiej  
Town Of Davie  
6591 Orange Drive  
Davie, FL 33314-3399

Dear Ms. Stafiej:

Enclosed is the contract covering the scheduled appearance of **JOE DIFFIE** at Davie Orange Blossom Festival in Davie, Florida on February 26, 2006 for One ( 1) show.

Please check over the contract carefully, sign all copies, including rider, and return them within fifteen (15) days. If you have any questions, call me. Please do not cross off anything on the contract as it can become void. PLEASE RETURN ALL COPIES. Your executed copy will be returned to you promptly upon completion of processing.

**Please make binder and deposits payable to Buddy Lee Attractions, Inc. F/S/O JOE DIFFIE.**

Promotional material provided for this engagement shall supercede any and all photos, bios and printed material previously provided and used for previous promotions. The date may not be advertised until the contract has been signed by both parties, the buyer and artist or artist representative.

Many thanks for the opportunity of working with you on this engagement. If we can be of further service in any way, please let me know.

Sincerely,

KEVIN NEAL  
Sr. Vice President

KN/ dl

Dear Buyer:

On the line below, please include a telephone number for tickets to be purchased, the artist name and the show date. This telephone number will be the number listed on the Artist website to purchase tickets.

It is very important that this number be provided.

PHONE NUMBER: WWW.DAVIDE-FL.GOV  
(954) 797-1166

ARTIST: JOE DIFFIE

SHOW DATE: FEBRUARY 26, 2006  
FREE STREET CONCERT

Please contact Buddy Lee Attractions, Inc. on Tuesdays and Thursdays by fax regarding weekly ticket counts for this date. If you have any questions please contact your agent.

Thank you for your cooperation regarding this matter.

Phone: 615-244-4336

Fax: 615-726-0429





CONTRACT BLANK  
Authorized for Use by  
**BUDDY LEE ATTRACTIONS, INC.**



(As Agent for the Leader and other Employees below identified)

38 MUSIC SQ. EAST, SUITE 300 • NASHVILLE, TENNESSEE 37203-4396  
phone (615) 244-4336 • FAX (615) 726-0429  
www.buddyleeattractions.com Email: info@blanash.com

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

B \_\_\_\_\_  
A \_\_\_\_\_  
U \_\_\_\_\_  
O \_\_\_\_\_

**LICENSE #1706**

**9/2002**

**LOCAL #257**

THIS CONTRACT For the personal services of musicians, made this 27 day of January, 2006, between the undersigned purchaser (hereinafter called the "Purchaser") and Six musicians (Including the Leader) (hereinafter called "Employees").

WITNESSETH, That the Purchaser hires the Employees as musicians severally on the terms and conditions below. The Leader represents that the Employees already designated have agreed to be bound by said terms and conditions. Each employee yet to be chosen shall be bound by said terms and conditions upon agreeing to accept his employment. Each employee may enforce this agreement. The Employees severally agree to render collectively to the Purchaser services as musicians in the orchestra under the leadership of:

Name and Address of Venue: **JLD Incorporated f.s.o. Joe Diffie**  
**Davie Orange Blossom Festival /6591 Orange Drive**  
**Davie, Florida 33314**  
Date(s) of Employment: **Sunday**  
**February 26, 2006**  
Hours of Employment: **One (1) show**  
**SHOWTIME: 4:00 PM (Eastern Time Zone)**  
**REPORT TIME: 1:00 PM**  
**PERFORMANCE TIME: 4:00 PM**

**STIPULATIONS:**

No. 1 PLEASE FILL IN EXACT LOCATION AND TIME(S), OF SHOW(S). Employees are not liable if time(s) and location have not been inserted in this contract before fully signed. Include time zone and, if daylight saving time, please so note, above, under "Hours of Employment".

SEE AND SIGN THE ATTACHED RIDER WHICH IS A PART OF THIS CONTRACT. BUYER TO PROVIDE SOUND AND LIGHTS AT NO COST TO ARTIST. ARTIST WILL NOT PAY A MERCHANDISE PERCENTAGE ON CD'S OR DVD'S. MERCHANDISE: 100% TO ARTIST. FEE GUARANTEED RAIN OR SHINE. SHOW LENGTH: 70 MINUTES. OTHER ACTS ON SHOW: TBA.

(Terms and Amount)

Type of Engagement **FESTIVAL**

WAGE AGREED UPON IN U.S. DOLLARS: **\$10,000 (TEN THOUSAND DOLLARS) FLAT**

To be paid in U.S. DOLLARS in **CASH** (or if the Employees shall request, by **U.S. POSTAL SERVICE MONEY ORDER** or **BANK CASHIER'S CHECK**).

**\$5,000 (FIVE THOUSAND DOLLARS) FLAT** upon demand day of Show to: **JLD Incorporated**

**ALL BINDERS AND DEPOSITS TO BE MADE PAYABLE TO BUDDY LEE ATTRACTIONS, INC. F/S/O JOE DIFFIE**

**BINDER OF: \$5,000.00 (FIVE THOUSAND DOLLARS)**

**to be received on or before WITH THE RETURN OF SIGNED CONTRACT**

**DEPOSIT OF: NONE**

**to be received on or before:**

DEPOSIT  
\$ 5,000 /  
Rec.  
By

BINDER AND DEPOSITS ARE PAYABLE TO EMPLOYEES' AGENT, BUDDY LEE ATTRACTIONS, INC., AND SHALL BE PAID BY U.S. POSTAL SERVICE MONEY ORDER OR BANK CASHIER'S CHECK. NO PAYMENT BY PERSONAL CHECK WILL BE ACCEPTABLE UNLESS APPROVED BY THE EMPLOYEES OR BY BUDDY LEE ATTRACTIONS, INC. IN WRITING PRIOR TO THE DATE HEREOF. IF THE ENGAGEMENT IS CANCELLED BY THE PURCHASER FOR ANY REASON OR CAUSE OTHER THAN ACT OF GOD, IT SHALL BE CONCLUSIVELY PRESUMED THAT THE EMPLOYEES HAVE BY VIRTUE OF THE CANCELLATION, SUSTAINED DAMAGES IN AN AMOUNT NOT LESS THAN THE AGGREGATE AMOUNT OF THE BINDER AND DEPOSITS RECEIVED HEREUNDER FROM THE PURCHASER. AND BUDDY LEE ATTRACTIONS, INC. IS HEREBY AUTHORIZED BY PURCHASER TO PAY OVER SUCH BINDER AND DEPOSITS TO THE EMPLOYEES IMMEDIATELY UPON SUCH CANCELLATION, WITHOUT PREJUDICE TO THE RIGHT OF THE EMPLOYEES TO CLAIM PAYMENT IN FULL OF THE AGREED WAGE. THIS ENGAGEMENT SHALL NOT BE ADVERTISED OR PUBLICIZED OR ANNOUNCED, AND NO TICKETS SHALL BE PUT ON SALE, UNTIL THIS CONTRACT SHALL HAVE BEEN FULLY PROCESSED, SIGNED BY BOTH PARTIES AND A FULLY SIGNED COPY SHALL HAVE BEEN DELIVERED TO PURCHASER. FOR VIOLATION OF ANY OF THE FOREGOING RESTRICTIONS, THE EMPLOYEES OR BUDDY LEE ATTRACTIONS, INC. SHALL HAVE THE RIGHT TO DECLARE THIS CONTRACT VOID AND TO DECLARE THE ENGAGEMENT CANCELLED. THIS CONTRACT CANNOT BE ASSIGNED BY EITHER PARTY.

LOCAL **0655** COLLECTING AGENT OF LOCAL: **Jeffrey Apana**  
ADDRESS: **5861 SW 21 St. CITY: Hollywood STATE: FL 33023**

NAMES OF EMPLOYEES

LOCAL NUMBER

S.S. NUMBER

WAGES

**Joe Diffie (LEADER)**

**FID# 62-1627413**

**Plus Five (5) Musician**

(We will issue individual contracts for appropriate AFM)

THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE HEREOF (AND ANY RIDERS ATTACHED HERETO) ARE PART OF THIS CONTRACT AND ARE DEEMED INCORPORATED HEREIN.

**THIS CONTRACT MAY BECOME VOID IF PURCHASER FAILS TO SIGN AND RETURN SAME WITHIN 15 DAYS OF DATE ISSUED.**

Town Of **Davie**

**Bonnie Stafiej**

Purchasers's Name

Signature of Purchaser

**6591 Orange Drive**

Street Address (P.O. Box not sufficient)

**Davie, FL 33314-3399**

City

State

Phone **(954)797-1163 (Buyer)**

(Venue) **(954)797-2078 (Alt#)**

**JLD Incorporated**

Leader's Name

Signature of Leader

**38 Music Square East, Suite 300**

Street Address

**Nashville**

**TN 37203**

City

State

Booking Agent Contact **KEVIN NEAL**

Local No.

/dl RA: **Kevin Neal**

If this contract is made by a licensed booking agent, there must be on this contract the name, address & telephone number of the collecting agent of the local in whose jurisdiction the engagement is to be performed.

**DO NOT SIGN UNTIL YOU HAVE READ BOTH SIDES, STIPULATIONS AND ALL RIDERS**



## ADDITIONAL PROVISIONS OF THE CONTRACT

of which

THE OTHER PROVISIONS ARE THOSE SET FORTH ON  
THE REVERSE SIDE HEREOF (AND IN ANY RIDER(S) ATTACHED HERETO)

### ADDITIONAL PROVISIONS - PART I

- A. No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the American Federation of Musicians (hereinafter referred to as "Federation") relating to and permitting such recording, reproduction or transmission. The Federation may enforce this prohibition in any court of competent jurisdiction.
- B. Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.
- C. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser, and its agents, and by each musician who is a party to this Contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "participating musician(s)"), and by the agent or agent(s) of each participating musician, including the Local Union. It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
- D. A representative of the Local Union, or the Federation, shall have access to the place of Engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser.
- E. Pension: The engagement described herein is subject to contribution to the American Federation of Musicians' and Employers' Pension Welfare Fund (herein called "Pension Trust Fund") in the amount(s) specified in the bylaws of price list of the Local Union (herein called "Pension Contribution"). The Purchaser is obligated to the Pension Trust Fund for the payment of the Pension Contribution, and upon payment by the Purchaser to the undersigned musician(s) of the compensation set forth in paragraph 4 above, in the manner set forth in paragraph 5 above, the Purchaser's obligation to the Pension Trust Fund shall be satisfied and the Purchaser's liability for the Pension Contribution shall cease. Upon such payment of compensation by the Purchaser to the undersigned musician(s), such musician(s) shall be obligated (jointly and severally) to make the Pension Contribution to the Pension Trust Fund and shall remit the Pension Contribution in such form and manner as may be required by the Board of Trustees of the Pension Trust Fund. The undersigned musician(s) agree to be bound by the Agreement and Declaration of Trust, as amended, pursuant to which the Pension Trust Fund was established and is operated.

### ADDITIONAL PROVISIONS - PART II

1. This contract covers personal appearance services only. Any radio or TV appearances in conjunction with or in respect of this contract or of performances herein provided for must have prior approval by the Employees' management and provision therefor must have been inserted in this contract in advance of the contemplated radio or TV appearance.
2. Any appearance or performance by the Employees for any reason whatsoever other than at the herein stated times and places must be cleared by Buddy Lee Attractions, Inc. prior to the contemplated appearance or performance, and if agreed upon and cleared, it must be inserted in this contract in advance.
3. If for any unavoidable reason of transportation difficulty, Act of God, etc., the Employees fail to make one of two or more contracted appearances on the same day, the contracted price per day may be reduced by not more than a maximum of twenty percent (20%).
4. Buddy Lee Attractions, Inc. negotiated this contract between the Employees and the Purchaser. Buddy Lee Attractions, Inc. is not, and will not be, responsible for performance hereof or hereunder by Employee or by Purchaser.
5. All funds which may be or become payable hereunder to the Employees at the Engagement shall be paid to the Employees in cash, unless the Employees specifically request otherwise, in which case the funds shall be paid as the Employees request. Such funds are not payable to Buddy Lee Attractions, Inc.
6. It is expressly agreed that Buddy Lee Attractions, Inc. shall have the right, on behalf of the Employees, at any time, to require payment in full of the Price above agreed upon, prior to the Employees' departure for the Engagement or Engagements mentioned above. The Purchaser's failure to comply with such requirement for payment in full shall be considered willful breach of this contract and all binders and deposits in the possession of Buddy Lee Attractions, Inc. which were paid hereunder by or on behalf of Purchaser shall be retained on behalf of and may be paid over to the Employees and shall be applied toward payment of the full agreed Wage.
7. In the event that the Gross Box Office Receipts (GBOR) and/or admission prices exceed those stipulated above in this contract, Purchaser must pay the Employees on the night of the Engagement the total difference between the agreed potential gross and the actual gross.
8. IT IS ACKNOWLEDGED AND EXPRESSLY AGREED THAT BUDDY LEE ATTRACTIONS, INC. IS ACTING HEREIN AND HEREUNDER SOLELY IN THE CAPACITY OF AGENT FOR THE EMPLOYEES FOR WHOSE SERVICES THIS CONTRACT IS MADE AND THAT BUDDY LEE ATTRACTIONS, INC. IS NOT, AND WILL NOT BE, HELD LIABLE OR RESPONSIBLE FOR ANY BREACH OF THE CONTRACT BY, OR FOR ANY ACT OR FAILURE TO ACT ON THE PART OF, THE EMPLOYEES OR THE PURCHASER. IN IMPLEMENTATION OF THE FOREGOING ACKNOWLEDGEMENT AND AGREEMENT AND FOR THE BENEFIT OF BUDDY LEE ATTRACTIONS, INC., IT IS AGREED THAT NEITHER THE PURCHASER NOR THE EMPLOYEES WILL NAME OR JOIN BUDDY LEE ATTRACTIONS, INC. AS A PARTY IN ANY CIVIL ACTION, SUIT OR OTHER COURT PROCEEDING ARISING UNDER OR OUT OF THIS CONTRACT OR IN CONNECTION WITH OR RELATED TO ANY BREACH OF THE CONTRACT OR ANY ACT OR FAILURE TO ACT BY OR ON THE PART OF EITHER THE PURCHASER OR THE EMPLOYEES.
9. Should inclement weather render performance of the Engagement hereunder impossible or not feasible, Purchaser shall nevertheless pay the Employees the full agreed Wage (or any unpaid balance of the Wage) hereinabove provided.
10. In the event of sickness, accident or other act of God preventing performance by the Employees, a suitable replacement may be offered, time permitting; however, neither the Employees nor their agent can be held responsible.
11. If this contract is made for the performances of only one musician with no separate "Leader", the term "Employees" wherever used in this contract shall be deemed to be that Employee. The term "Employees" shall be deemed to include the Leader as well as the musicians except in contexts involving the exercise of the Leader's rights or prerogatives.
12. The agreement of artist(s) and musician(s) of this contract to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, weather, war, Acts of God, or any other legitimate conditions beyond their control.



# JLD INCORPORATED CONTRACT RIDER 2005

This rider is herewith attached to and made part of the contract dated 1/27/06 made between JLD, Inc. f/s/o Joe Diffie (hereinafter referred to as "ARTIST") and Bonnie Stacie (Hereinafter referred to as "PURCHASER") for the engagement at Dawie Orange Blossom in Dawie, FL on 2/26/06.

## BILLING

1. ARTIST to receive 100% Star Billing in all advertising and publicity, including marquee.
2. ARTIST to "close the show" unless otherwise stated on the face of the contract.
3. When performing as the support or opening act, ARTIST shall receive 100% "Special Guest Star" billing in any and all advertising, marquee, displays, programs, and any other forms of publicity and promotion.
4. The creative control of content and length (as stated in contract) of entire presentation are at the sole discretion of the ARTIST. ARTIST'S production staff shall have complete control over all technical aspects of ARTIST'S show, including opening acts.
5. ARTIST shall approve any and all opening acts.
6. PURCHASER will have a fully authorized representative on hand from stage call through the completion of the load-out to deal with any contingency that might arise.

## CAMERAS/ RECORDING

1. NO PORTION of ARTIST'S performance may be recorded, videotaped, broadcast, or filmed without the expressed written consent from ARTIST'S management.
2. All photographers onstage or in the backstage area are to be approved by ARTIST'S Tour Manager.

## PUBLICITY/ ADVERTISING/ PROMOTION

1. PURCHASER shall not commit ARTIST to any interviews, personal appearances, or any other type of promotion without prior written consent of ARTIST'S management. All interview requests shall be directed to Webster & Associates, 615-777-6995, or by fax 615-369-2515.
2. ARTIST'S management reserves the right of approval of all radio, television, and magazine interviews accepted in conjunction with this engagement. A complete list of radio stations and newspapers being used in the promotion of this event must be faxed immediately to ARTIST'S management. PURCHASER agrees that ARTIST'S management must approve any "presenting" radio stations. No radio station "presents" may be confirmed without prior written approval from ARTIST'S management.
3. No one can sponsor ARTIST. No name shall be printed on tickets (i.e. Miller Beer, Pepsi, etc.) unless approved by ARTIST'S management. ARTIST reserves the right to hang promotional signs, or have ARTIST'S sponsor's name printed on tickets.
4. ARTIST'S logo should always be reproduced EXACTLY as specified.



**JLD, INCORPORATED CONTRACT RIDER**  
**PAGE TWO**

5. ANY & ALL radio, television, and print advertising used for publicity purposes must be approved by ARTIST'S management.

6. PURCHASER agrees not to advertise date until a fully executed contract has been received from ARTIST.

7. PURCHASER hereby accepts full liability and responsibility for the payments pf any and all expenses, charges, losses, liabilities, and damages related to or based upon the presentation or production of the show in which ARTIST is to appear. This also deals with advertising, ticket printing, security, and rider requirements.

**TAXES**

1. All federal, state, and local taxes are to be paid, without exception, by the PURCHASER. It is fully understood and agreed that no deductions whatsoever are to be taken from the ARTIST'S contract guarantee or any and all percentage amounts earned hereunder.

**TICKETING/ BOX OFFICE**

1. ARTIST is to have forty (40) top priced, complimentary tickets available for each show at no charge. These are to be made available to ARTIST'S Tour Manager as early as possible on the day of the show.

2. In instances where the ARTIST is being paid on a percentage basis, PURCHASER agrees to provide to the Tour Manager at least two (2) weeks prior to the date of the performance, a plot plan and printer's manifest of the house (notarized, signed statement from printer of tickets, listing quantity of tickets printed at each price.) PURCHASER further agrees to have on hand at place of performance the night of the show, for verification by Tour Manager, all unsold tickets. ARTIST shall be compensated for the difference between the number of all unsold tickets on hand shown to its representative and the number of tickets printed as shown by the manifest. If PURCHASER violates any of the preceding paragraphs, it shall be deemed that the PURCHASER has sold a ticket for every seat in the house (and any permitted standing room) at the highest price for which the house is scaled. PURCHASER further agrees to give ARTIST'S Tour Manager the right to enter the box office at any time and examine and make extracts from the box office records of PURCHASER relating to the gross receipts of this engagement. A written box office statement, certified and signed by the PURCHASER, will be furnished to the ARTIST within two (2) hours following each performance.

3. PURCHASER may not sell tickets to this performance as part of a subscription to a series of concerts without the written consent of ARTIST. All tickets printed under the manifest shall be in the one stub, one price variety. There shall be no multiple ticket prices printed (i.e. one price for students and a different price for general admission printed on the same ticket, or one price for tickets purchased in advance and a different price for tickets purchased at the gate on the same ticket.)

4. If PURCHASER violates any of the above, he shall be liable for the total number of tickets sold at the highest price printed. All tickets shall be printed by a bonded ticket house (Globe Tickets, Arcus-Simples) or, if the performance is at a college or university, the official printing department of that college or university. PURCHASER agrees not to discount tickets, nor offer tickets at a premium without first obtaining written permission from ARTIST. If PURCHASER does distribute discount or complimentary tickets without obtaining prior approval from ARTIST, he shall be liable for the full ticket price of each ticket sold or distributed.

FREE  
STREET  
CONCERT

*[Handwritten signature]*



JLD, INCORPORATED CONTRACT RIDER  
PAGE THREE

5. Any tickets printed beyond the capacity listed on the contract must be approved by ARTIST'S management. ARTIST is to receive \_\_\_\_\_% from the sale price of these additional tickets.
6. ARTIST'S Tour Manager will approve all expenses to be paid by ARTIST on day of show.
7. ARTIST is to be paid his guarantee before his performance. If requested, cash out settlement to be given to ARTIST'S Tour Manager on day of show.
8. PURCHASER agrees to distribute no more than two percent (2%) of the official house seating as complimentary tickets relative to this performance. PURCHASER must supply ARTIST'S Tour Manager with a statement detailing for whom each ticket was given. Each ticket will be issued as a fully punched ticket only. PURCHASER agrees to supply radio, television, and newspaper personnel with complimentary tickets from the above-mentioned allotment.
9. PURCHASER agrees that if no admission is to be charged to any part of the audience for the engagement hereunder, this condition must be stated on the face of the contract. If, at the engagement, there is any evidence that admission is, or was, being subsequently charged, PURCHASER agrees that ARTIST will receive 100% of the admission receipts collected.
10. PURCHASER will clearly print the specific capacity, gross potential and the ticket price breakdown of the facility at which ARTIST is to perform under the agreement on the face of the contract that this agreement is attached to. In the event ARTIST is to receive a percentage of the gross receipts for this engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in the event less than the full retail ticket price for all persons entering the performance with no deductions of any kind, less only state, federal, or local taxes and allowable discounts as approved by ARTIST in writing. PURCHASER agrees to scale ticket prices for the engagement of guarantee potential gross receipts of no less than \$\_\_\_\_\_.
11. This contract reflects the total sale price. No monies are to be added on top. ARTIST and ARTIST'S management pay no commission to anyone.
12. PURCHASER shall not disclose the terms of this agreement to anyone whatsoever without ARTIST'S written consent. No figures (attendance, money gross, capacities, tickets sold) or press releases can be released without prior written approval from ARTIST'S management.

FREE STREET CONCERT

**CANCELLATION**

1. PURCHASER agrees that ARTIST may cancel this engagement hereunder without any liability by giving thirty (30) days notice to PURCHASER in the event of a television show, television special or motion picture filming.
2. **FORCE MAJEURE** - ARTIST'S obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident by means of transportation, act of God, fire, riot, strike, or the events of any kind of character, whatsoever, whether similar or dissimilar to the foregoing events, beyond the ARTIST'S control, which could prevent or interfere with the presentation of the show.
3. **INCLEMENT WEATHER** - Notwithstanding anything contained herein, inclement weather shall be deemed a force majeure occurrence provided the ARTIST is ready, willing and able to perform, and the PURCHASER shall remain liable for payment in the occurrence of such weather

**JLD, INCORPORATED CONTRACT RIDER  
PAGE FOUR**

conditions. ARTIST shall have the sole right to determine, in good faith, whether any such weather conditions shall render the performance impossible, hazardous, or unsafe.

4. Upon ARTIST'S arrival, if any of the terms and requirements of this contract and rider have not been complied with by the PURCHASER, ARTIST shall have the right to refuse to perform and shall be entitled to full compensation under this agreement.

**DRESSING ROOMS**

1. PURCHASER shall provide clean, comfortable, well-lit, air-conditioned dressing rooms with a full-length mirror, electrical outlets, and washroom/ shower facilities to accommodate the ARTIST'S staff in reasonable comfort. This should include sofa, chairs and tables. In the event that dressing rooms are not available, ARTIST'S Production Manager must approve other arrangements when date is advanced.

2. Twelve (12) bath-sized towels and six (6) bath-sized bars of soap are to be provided and placed in the band dressing room prior to sound check.

3. Dressing Rooms are to be secured at all times.

4. ARTIST shall not be required to share dressing rooms with other performers.

NOT  
AVAILABLE  
STREET FAIR

**PRODUCTION OFFICE**

One (1) clean, heated, and air-conditioned room shall be designated as a Production Office, to be used by the ARTIST'S Production and Tour Manager. This room shall include desks or tables and chairs to allow ARTIST'S staff to conduct their business in as normal a way as possible. This room should also include two (2) telephones for incoming and outgoing production calls, as well as one (1) line for a fax machine. These phone lines should be direct dial lines and not be routed through an operator. These phone numbers shall be provided to ARTIST'S Production Manager when date is advanced.

**VEHICLE PARKING/ GROUND TRANSPORTATION**

1. Parking with security must be provided for one (1) forty-five foot (45') tour bus w/trailer in close proximity to stage entrance. This area must be controlled by security with no public access.

2. PURCHASER shall provide one (1) 60-amp shore power circuit for the bus.

3. PURCHASER shall provide ground transportation from the hotel to the venue and back to the hotel. PURCHASER must provide one (1) driver and one (1) vehicle (van or limo) for twelve (12) people. Both the vehicle and driver should be available from the load-in time until one (1) hour after show time and shall have no other responsibility during this time. The driver must be able and willing to purchase alcohol and tobacco.

4. In the event of a "fly date," PURCHASER agrees to provide ground transportation. PURCHASER should be prepared to provide one (1) Town Car for ARTIST, one (1) twelve (12) passenger van for band and crew, and one (1) cargo van (no seats) for gear and luggage. These vehicles should be available per a schedule that will be determined by the Tour Manager.

NEXT  
TO STAGE

Driver  
4 pickup  
Holds "S"

Bes



**CATERING: PLEASE ALLOW ARTIST'S STAFF TO EAT BEFORE ALL OTHER STAFF**

1. Caterer shall provide personnel to cook, replenish, serve and clean up at every meal.
2. Ecologically responsible ware is acceptable for breakfast and lunch. However, china and silverware is expected for dinner.
3. In the event of a load-in prior to 10:00 AM, PURCHASER shall provide **breakfast** for fourteen (14) people, to be available forty five (45) minutes prior to scheduled load-in. This should include, but not be limited to the following:

Assorted donuts, bagels and danishes  
One (1) gallon low fat milk  
One (1) gallon REAL orange juice  
Assorted cold cereals  
Coffee and tea service

English muffins  
One (1) gallon whole milk  
Assorted fresh fruit  
Assorted soft drinks  
Typical condiments and utensils

4. PURCHASER agrees to provide **lunch** for fourteen (14) people to be available at a time specified by ARTIST'S Production Manager and should be kept warm for two (2) hours. This should include, but not be limited to the following:

Monday & Thursday - Hamburgers or Hot Dogs  
Tuesday & Friday - Barbecue or Mexican Food  
Wednesday & Saturday - Deli-style Sandwiches  
Sunday - Barbecue or Mexican Food

**In addition, EVERYDAY:**

Soup or chili  
Tuna or egg salad  
Assorted pasta salads  
Assorted fresh fruit

Assorted chips  
Bread or rolls  
Whole or 2% milk  
Typical condiments and utensils

5. PURCHASER agrees to provide **dinner** for fourteen (14) people to be served at a time arranged by the ARTIST'S Production Manager and should be kept warm for two (2) hours. Accommodations should also be made for opening acts and local production services.

**Menu suggestions:**

Monday - Mexican, chicken or fish  
Wednesday - Beef, ham and fish  
Friday - Italian, chicken and fish  
Sunday - Cook's choice

Tuesday - Italian, chicken or fish  
Thursday - Home style turkey  
Saturday - Beef, ham and fish

**In addition, EVERYDAY:**

Potatoes or rice  
Two (2) hot vegetables  
Salad with assorted dressings  
Breads and rolls  
Desert...Cook's choice

Assorted soft drinks  
One (1) gallon whole milk  
One (1) gallon low fat milk  
Drinking water  
Assorted condiments

6. PURCHASER agrees to provide three (3) large pizzas for **after show**.

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To be delivered to the bus at 3:00 PM:

**Must be cans:**

- 12-pak Coke
- 12-pak Diet Coke
- 12-pak Diet Sprite "Zero"

**Must be cans:**

- 1 case Budweiser beer
- 2 cases Michelob Ultra beer

- 1 bottle Skyy or Grey Goose vodka
- 1 bottle Cruzan Vanilla Rum
- 1 bottle Maker's Mark bourbon.

1 bottle '98 or '99 (preferably Napa Valley or Sonoma) Cabernet, Merlot or Shiraz wine (no Sterling please)

6 cans "Red Bull" sugar-free energy drink

1 bottle of Club Soda

Tropicana "Grovestand" orange juice (6-pak)

½ gallon of skim milk

1 bag Starbucks decaf ground coffee

1 bag Starbucks regular ground coffee

3 cases of bottled water (Aqua Fina preferred)

2 twenty-lb bags of ice – *to be delivered to the bus upon arrival*

12 white hand towels for stage (per show)

30-pk SOLO 16oz cups

2-pk paper towels

Sleeve of 16oz white Styrofoam cups

1 box assorted plastic utensils

2-pk Cottonelle toilet tissue

Soft Soap Anti-bacterial "pump"

**Also:**

Each of the following in a box or container:

\*Bag of "Tostito" brand "Hint of Lime" Tortilla chips

\*Jar of salsa

\*Jar of Ranch chip dip

\*Jar of cheese queso

\*Bag of Rold Gold Pretzels

\*2 Bags of Beef Jerky

\*Multi pack of asst. individual cereals

\*Assorted flavors of Instant Oatmeal

\*Jar of Peter Pan Creamy peanut butter

\*Box of assorted dried fruit

\*Box of Snackwell cookies

\*Bag of Ruffles "Wow" chips

\*2 paks Dentyne or Trident "sugar free" gum

\*Package of Thomas' English Muffins

\*Box of Microwave popcorn

\*Can of Cashews (whole)

\*Loaf of multi-grain bread

\*Bowl or bag of uncut fruit (apples, oranges, bananas, grapes)

\*Bag of Gummy Bears candy

\*2 boxes "Brown Sugar" unfrosted Pop Tarts

\*Jar of Polaner jelly

2CS-WATER  
& ICE

Buy out



**STAGE PROVISIONS**

1. PURCHASER agrees to provide two (2) security officers, (one (1) hour before show time, through performance, and until one (1) hour after show) to secure backstage and dressing room areas. SECURITY must meet with ARTIST'S Production or Tour Manager thirty (30) minutes prior to the opening of the doors to the public.
2. ARTIST will provide backstage passes for ALL working staff and guests; other backstage credentials will be honored at ARTIST'S Tour Manager's discretion. **ARTIST'S Tour/Production Manager will have sole control of stage and backstage area during ARTIST'S performance.**
3. PURCHASER must provide adequate security for ARTIST'S personnel, equipment, vehicles, etc. from load-in until the completion of load-out.
4. PURCHASER agrees to provide adequate security for the stage during the performance. This should include a minimum of three (3) persons for the front of the stage, two (2) for backstage, and one (1) for bus area.
5. PURCHASER shall provide one (1) security officer for ARTIST at all times while he is on the property.

**MERCHANDISING**

1. ARTIST shall have the sole and exclusive right, but not obligation, to sell merchandise at the engagement.
2. ARTIST shall be allowed to sell merchandise at no cost to ARTIST.
3. PURCHASER shall prohibit the sale of any "bootleg" merchandise.
4. PURCHASER shall not sell any items with ARTIST'S logo or any likeness or facsimile thereof without the WRITTEN permission of ARTIST'S management.
5. PURCHASER will exclude compact discs and cassettes as commissionable items.
6. All inquires or information on merchandising should be directed to Mike Fechner, 615-672-7980.
7. No other artists shall pay less to sell their merchandise than JOE DIFFIE.
8. PURCHASER shall provide four (4) six foot (6') tables in a conspicuous location for the sale of ARTIST'S merchandise.
9. PURCHASER shall provide one (1) electrical outlet to be within twenty five feet (25') of these tables.

**AUTOGRAPHS/MEET & GREET**

1. PURCHASER shall not commit ARTIST to any autograph sessions without prior written consent of the ARTIST. ARTIST reserves the right whether or not to participate in such sessions. Any approved "meet & greet" session will take place approximately one (1) hour BEFORE ARTIST'S scheduled show time. PURCHASER agrees to provide secure area in which this session will take place. Competent security personnel, to insure that the session proceeds in a safe and orderly manner, MUST staff this area.

### PRODUCTION

All production companies must be cleared through ARTIST'S Production Manager, Mike Fechner, 615-672-7980 or 615-319-3577, prior to any commitments to these companies from the PURCHASER. Also, in the event of in-house production, a complete equipment list of both sound and lighting shall be forwarded to Mike Fechner - (either faxed to 801-751-6218, or emailed at mfechner@bellsouth.net), no later than two (2) weeks prior to show date.

### HOUSE SOUND SYSTEM

1. House console shall have a minimum of 40 input channels, 8 subgroups, and 6 aux sends per channel. The following are considered acceptable consoles: Yamaha PM4000/3000, Midas XL3, Gamble EX, and Soundcraft Europa. All other consoles, including Peavey, Allen & Heath, and Hill shall be considered unacceptable. **ARTIST shall not be required to share FOH console with support acts!** Additional FOH consoles shall be provided for any support acts.
2. Console shall be placed seventy-five feet (75') back and ten feet (10') to the right of center stage.
3. House processing racks should include, but not be limited to the following:
  - One (1) stereo 1/3 octave equalizer for the FOH speakers, I.E. Klark, BSS
  - One (1) crossover/ system controller for FOH speakers, at FOH whenever possible
  - Three (3) reverbs, I.E. Yamaha SX990/900/90
  - One (1) delay, I.E. Roland SDE300/3000, Lexicon PCM Series
  - Eight (8) noise gates, i.e. Drawmer, Klark, BSS
  - Twelve (12) compressor/limiters, i.e. Drawmer, DBX, Klark, BSS
  - One (1) Mini Disc player
4. House speaker system shall be a line array (V-Dosc, EV, EAW, JBL, Meyer); including subs. Passive systems will not be acceptable! This system shall be capable of producing sound pressure levels in excess of 105 dB at any point in the venue without audible distortion.
5. Center and/or front fill speakers shall be provided along with 1/3 octave equalization to be driven off a matrix from the FOH console.
6. ARTIST'S stage plot/microphone input list accompanies this rider.

### MONITOR SYSTEM

1. Monitor console shall have a minimum of 40 input channels and **18 mixes**. The following are considered acceptable consoles: Yamaha PM4000M, Midas XL3, and Soundcraft SM20. All other consoles, including Peavey, Allen & Heath, and Hill shall be considered unacceptable. **ARTIST shall not be required to share Monitor console with support acts!** Additional monitor consoles shall be provided for any support acts.
2. Monitor processing rack should include, but not be limited to the following:
  - One (1) 1/3 octave equalizer **per mix**.
  - Two (2) reverbs, I.E. Yamaha SX990/900/90
  - Eight (8) noise gates, i.e. Drawmer, Klark, BSS
  - Eight (8) compressor/limiters, i.e. Drawmer, DBX, Klark, BSS





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3. Wedges must be bi-amped and consist of 2 x 12" LF drivers and 1 x 2" HF driver. See attached stage plot for location.
4. Side fills are required. These should consist of two (2) full range cabinets, equipped with 2 x 15" or 2 x 12" LF drivers and 1 x 2" HF driver, one (1) placed to each side of the stage.

**LIGHTING SYSTEM**

1. Lighting console shall have a minimum of forty-eight (48) control channels and twenty (20) individually programmable sub masters - Avo Lites, Celco, or Leprecon LP series preferred.
2. Console shall be placed to allow L.D. complete, unobstructed view of the entire stage.
- ~~3. 48' x 24' black curtain or backdrop to cover the back of the stage.~~
4. One DF-50 water based hazer is required.

**LAMPS/ FIXTURES**

1. To be gelled and lamped per attached plot.

UPSTAGE      60 - PAR 64 1K  
                    8 - 4 LAMP ACL BARS

DOWNSTAGE 60 - PAR 64 1K  
                    4 - 4.8K - 8 LIGHTS

**FOLLOWSPOTS**

1. Two (2) quality (Lycian, Strong Trooper II or similar.) These shall be placed to allow complete coverage of the stage. Spots shall be gelled according to the attached plot.
2. Provide a quality intercom system for communication between L.D., follow spot, dimmers, stage, and houselights.
3. Lighting system shall be tested, operational, and at head level prior to ARTIST'S arrival.

**LABOR REQUIREMENTS**

PURCHASER shall provide, at the times specified by ARTIST'S Production Manager, the following labor. These personnel should have no other responsibilities other than those assigned by ARTIST'S Production or Stage Manager.

**LOAD-IN:**      Six (6) Stagehands  
                    One (1) Electrician

**SHOW CALL:** Two (2) Stagehands  
                    One (1) House Light Operator  
                    Two (2) Spot Operators

**LOAD-OUT:**   Six (6) Stagehands  
                    One (1) Electrician

These labor requirements are a "bare minimum" request. These are made to insure a safe and uneventful load-in and load-out. In the event that these requirements are not met, PURCHASER will incur a charge of \$25.00 per stagehand not provided. This will be collected by ARTIST'S Tour Manager prior to departure.

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POWER REQUIREMENTS

1. Sound - Six (6) 20 amp quad boxes are to be placed per the attached stage plot. There should also be sufficient power available for any opening acts.
2. Shore power - Provide one (1) 60 amp, 220V, single phase, 4 wire service to terminate within twenty-five feet (25') of bus parking.
3. Under NO circumstances should sound and lighting share a single power source! This includes generator situations. In the event generators are to provide power for the performance, two (2) generators (one for sound, one for lighting) should be provided.

ONE  
GENERATOR

STAGE SPECIFICATIONS

1. ARTIST requires an area 48 feet by 40 feet (48' x 40') in which to perform. This should be of solid, level construction with a smooth deck with no irregularities and with a capability of supporting 850 lbs per sq. in
2. ARTIST shall require three (3) risers for his performance. One (1) 8' x 8' x 12" riser shall be placed upstage right, One (1) 8' x 8' x 24" riser shall be placed upstage center, and One (1) 8' x 8' x 12" riser shall be placed upstage left. Please provide carpets, stair units, and skirting for these risers.
3. Provide two (2) illuminated stair units; one (1) upstage left and one (1) upstage right.
4. If sound system is not flown, provide 12' x 16' sound wings capable of supporting 7500 lbs. each.
5. Place one (1) trash can near each of the stair units, as well as in the backstage area.
6. ARTIST shall require a minimum of three hours to set band gear and sound check.
7. If the event is held outdoors, a load bearing portable top (Thomas, Tomcat) must be provided.
8. PURCHASER shall provide an adequate supply of visqueen or tarps to cover band gear in the event of inclement weather. ARTIST will not perform if danger of electrical shock exists.
9. ARTIST shall be made aware of any activities (horse races, pageants, etc.) that may interfere with the set-up process.

OTHER PERFORMERS PRIOR

INSURANCE/ LIABILITIES

1. PURCHASER agrees to provide the comprehensive general liability insurance (including, without limitation, coverage against any and all injury to persons' property as a consequence of the installation and/or operation of the equipment and instruments provided by the ARTIST and/or its employees, contractors, and agents. Such liability insurance shall be in the amount required by the venue, but in no event shall it be less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and in effect at all times ARTIST or any of ARTIST'S agents or independent contractors are in the place of performance. ARTIST and its agent for this engagement shall be listed, as additionally named insured under such insurance and his shall be indicated on the pertinent certificate of insurance. PURCHASER also agrees to provide a policy of Workman's Compensation covering all the PURCHASER'S employees and third party contractors. PURCHASER further agrees to provide full all risks coverage for all equipment provided by the ARTIST and/or its employees, contractors, or agents against fire, theft, vandalism, riot, or any kind of act causing damage to, or loss of, the equipment provided. Certificates of insurance relating to the coverage listed above shall be provided to the ARTIST at least fifteen (15) days prior to the engagement. ARTIST'S failure to review such insurance certificates shall not affect rights or the PURCHASER'S public liability insurance.

des



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INTERNATIONAL TRAVEL

1. In the event that the place of performance is outside the boundaries of the continental United States, PURCHASER agrees to procure, at his sole expense, for the ARTIST and party, all of the necessary visas, work permits, and other documents of any nature whatsoever necessary or usually obtained to enable the ARTIST to render his services hereunder. Also, PURCHASER shall be responsible for, and indemnify and hold ARTIST harmless, from and against all local, municipal, country, and governmental taxes, fees, and levies on all income earned by ARTIST or ARTIST'S employees while in the country or countries covered by this contract.

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
FOR JLD INCORPORATED

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